

Agreement

THIS AGREEMENT ("Agreement") is made this ____ day of March, 2010, between Shelby County Government on behalf of the Shelby County Division of Corrections ("County/SCDC") and Doxicom, LLC ("Doxicom").

WHEREAS, SCDC desires to have specified services performed (see Attached Exhibit A); and WHEREAS, Doxicom desires to provide said services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, including Exhibit A, the parties agree as follows:

1. **TERM.** The engagement commences on June 1, 2010 and shall continue for 3 years. At the end of the said term, above named parties will participate in contract renegotiations to renew the Agreement for an additional term or may terminate the Agreement upon thirty days written notification. Upon such termination of the agreement, Doxicom shall provide SCDC with all data provided by it and agrees not to retain any information regarding those files.
2. **SERVICE.** Doxicom agrees to provide SCDC with the professional goods and services as listed and defined on the attached Exhibit A.
3. **COMPENSATION.** Doxicom, will sell all recyclables to the various vendors. This will be the only compensation.
4. **RELATIONSHIP.** To the extent that it applies, Doxicom and SCDC are independent contractors and are not employees or agents of either entity. Inasmuch as Doxicom is an independent contractor, no employment or workers' compensation benefits are available to Doxicom. Except as otherwise expressly set forth in this agreement, Doxicom makes no warranties of any kind to SCDC and specifically disclaims any implied warranty of merchantability and fitness for a particular purpose or any related warranty.
5. **ENTIRE AGREEMENT.** This Agreement and attached exhibits constitute the entire contract between SCDC and Doxicom and can be amended only by an addendum in writing signed by both SCDC and Doxicom.
6. **DEFAULT.** In the event of breach of this agreement, the parties agree that the breaching party shall have 30 days to cure its breach after its receipt of written notice. If the breach is not cured within 30 days, the non-breaching party shall have the right to terminate this agreement. If legal action is required to enforce this agreement, the prevailing party shall be entitled to attorney's fees, court costs and expenses incurred in the enforcement of the contract.
7. **ADVERTISING.** Any advertising of the engagement between Doxicom and the County must first be approved by the County. The County's Policy referred to as Exhibit B

and incorporated herein as if stated verbatim, shall provide guidance on all advertisement and any advertisement conveyed through a county channel.

8. COUNTY’S GENERAL CONDITIONS AND TERMS. The County’s General Conditions and Terms are included herein as Exhibit C as if stated verbatim.

IN WITNESS WHEREOF, the parties have hereunto set their signatures for the purposes contained herein, on the day and date first above written.

DOXICOM LLC

SIDNEY WILSON, PARTNER

**APPROVED AS TO FORM
AND LEGALITY:**

SHELBY COUNTY GOVERNMENT

Contract Administrator
Assistant County Attorney

JOE FORD, ACTING COUNTY MAYOR

CORPORATE ACKNOWLEDGMENT FOR DOXICOM LLC

STATE OF _____

COUNTY OF _____

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the _____, the within named bargainor, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this _____ day of _____, 201__.

Notary Public

My Commission Expires: _____

Scope of Work

The Shelby County Division of Corrections agrees to allow Doxicom, LLC to manage all recyclable materials generated by the system, and to create and implement an effective **Pilot Recycling Program**. The goal of this program shall be to: (A) Reduce the amount being spent by Shelby County Division of Corrections to haul waste to landfills, (B) Reduce the volume of materials being sent to the landfill, and (C) Cap Landfill cost.

The program, to be known as "Shelby County Division of Corrections Clean & Green," will be a collaborative effort between Shelby County Division of Corrections and Doxicom, LLC. The program will manage the identification, sorting and sale of all marketable recyclable materials currently being collected by the Shelby County Division of Corrections and sent to landfills, including, but not limited to wood, metals, cardboard, plastic and paper.

Benefit to the Shelby County Division of Corrections:

- **Cost containment and budget reduction.** Removing recyclable material from the waste stream will put a cap on the cost of waste hauling, thereby limiting any additional cost due to price increases by haulers.

The Process:

1. **Collection of Recyclable materials.** All waste whether in bags or other containers will be carried to the Recycling Operation Center (**ROC**). The waste will be sorted and baled. We recommend having a total of 8 bunkers. The Bunkers will be used to sort the following Items; # 1 Plastic, # 2 Plastic, #3-7 Plastic, Cardboard, White Paper, Mixed Paper, Metal Cans and Aluminum Cans. The bunkers will be emptied at least weekly or more frequently if required.
2. **Recyclable materials preparation.** At Doxicom's direction, material will be staged for pickup using one or more of the following methods: compaction, baling or storage.
3. **Sale or disposal of materials.** Depending on market conditions and requirements, materials will be sent to the ROC, storage facilities, and/or sold to material processors.
4. **Expansion of the Recycling Program.** Every six (6) months we add to the items we recycle. Participation in a recycling program would provide great positive PR for Shelby County Division of Corrections.

Compensation

Doxicom will be compensated from the sell of recyclable materials. Doxicom will sell recyclables to the various vendors based on terms and the best price.

GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

All Services by DIXICOM will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. DIXICOM'S PERSONNEL

DIXICOM certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by DIXICOM. DIXICOM further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of DIXICOM who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

a. Nothing in this Contract shall be deemed to represent that DIXICOM, or any of DIXICOM's employees or agents, are the agents, representatives, or employees of the COUNTY. DIXICOM will be an independent DIXICOM over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the right to direct DIXICOM as to the details of the performance of the Services under this Contract or to exercise a measure of control over DIXICOM is solely for purposes of compliance with local, state and federal regulations and means that DIXICOM will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.

b. It is further expressly agreed and understood by DIXICOM that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that DIXICOM has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by DIXICOM for the Services performed shall be on DIXICOM's letterhead.

4. REPORTS

DIXICOM shall prepare and submit quarterly reports of its

activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY's funds, pertinent information pursuant to the applicable Living Wage Ordinance, and shall be inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

5. TERMINATION OR ABANDONMENT

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:
 - i) Either DIXICOM or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
 - ii) DIXICOM has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or
 - iii) DIXICOM has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of DIXICOM assets.
- b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to DIXICOM for DIXICOM's failure to provide the Services specified under this Contract.
- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, DIXICOM shall be paid for all Services rendered prior to the Termination Date, provided DIXICOM shall have

delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, DIXICOM shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by DIXICOM prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for the Services rendered.

- d. Notwithstanding the above or any section herein to the contrary, DIXICOM shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by DIXICOM and the COUNTY may withhold any payments to DIXICOM for the purpose of setoff until such time as the exact amount of damages due the COUNTY from DIXICOM is determined.

6. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to DIXICOM pursuant to this Contract for any DIXICOM's Services performed by DIXICOM in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by DIXICOM to properly fulfill any of his obligations as set forth in this Contract.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

- a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve DIXICOM from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of DIXICOM's obligations to its transferors or subcontractors.
- b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

DIXICOM covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. DIXICOM warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor

or DIXICOM to DIXICOM in connection with any work contemplated or performed relative to this Contract.

9. CONTINGENT FEES

DIXICOM warrants that it has not employed or retained any company or person other than a bona fide employee working solely for DIXICOM, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for DIXICOM any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTY WORKERS

DIXICOM will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the COUNTY.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, DIXICOM agrees to permit duly authorized agents and employees of the COUNTY to enter DIXICOM's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. DIXICOM will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished to the COUNTY upon request.

12. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between DIXICOM and the COUNTY will be referred to the Shelby County Contract Administrator or its duly authorized representative, whose decision regarding same will be final.

13. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. DIXICOM shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the Services hereunder, whether performed by DIXICOM its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- b. DIXICOM expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by DIXICOM shall in no way limit the responsibility to indemnify, defend, save and hold harmless the COUNTY or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- c. The COUNTY has no obligation to provide legal counsel or defense to DIXICOM or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against DIXICOM as a result of or relating to performance of the Services under this Contract.
- d. Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against DIXICOM as a result of or relating to performance of the Services under this Contract.
- e. DIXICOM shall immediately notify the COUNTY of any claim or suit made or filed against DIXICOM or its subcontractors regarding any matter resulting from or relating to DIXICOM's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

14. GENERAL COMPLIANCE WITH LAWS

- a. DIXICOM certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be

necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.

- b. DIXICOM is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, DIXICOM agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

15. NON-DISCRIMINATION

DIXICOM hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of DIXICOM on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. DIXICOM shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

16. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

17. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

18. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

19. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

20. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

21. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, DIXICOM shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

22. TRAVEL EXPENSES

All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

23. PERFORMANCE AND LABOR AND MATERIALS BONDS

DIXICOM will provide COUNTY within ten (10) days from inception date of this Contract a Performance and Labor and **Materials Bond** each in the amount of 100% of the Contract price for each year that this contract is in effect. Said Bonds may be pro-rated for the initial year in the event that this period of time is less than a full twelve (12) month period.

24. NON-LIABILITY FOR DIXICOM EMPLOYEE TAXES

Neither DIXICOM nor its personnel are COUNTY's employees, and COUNTY shall not take any action or provide DIXICOM's personnel with any benefits and shall have no liability for the following:

- a. Withholding FICA (Social Security) from DIXICOM's payments;
- b. Making state or federal unemployment insurance contributions on behalf of DIXICOM or its personnel;
- c. Withholding state and federal income tax from payment to DIXICOM;
- d. Making disability insurance contributions on behalf of DIXICOM;
- e. Obtaining workers' compensation insurance on behalf of DIXICOM or DIXICOM's personnel.

25. INCORPORATION OF OTHER DOCUMENTS

- a. DIXICOM shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of DIXICOM thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.
- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

26. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

DIXICOM shall take affirmative action to assure that Locally Owned Small Businesses that have been certified by the COUNTY are utilized when possible as sources of supplies and equipment, construction and services.

27. LIVING WAGE ORDINANCE

In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the County, including but not limited to both prime and subcontractors, shall pay a Living Wage to employees for all work performed on said service contract, as defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance.

28. RIGHT TO REQUEST REMOVAL OF DIXICOM'S EMPLOYEES

The COUNTY may interview the personnel DIXICOM assigns to COUNTY's work. COUNTY shall have the right, at any time, to request removal of any employee(s) of DIXICOM, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, DIXICOM shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

29. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

30. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by DIXICOM, DIXICOM understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by DIXICOM due to Services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

31. ORGANIZATION STATUS AND AUTHORITY

- a. DIXICOM represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

- b. The execution, delivery and performance of this Contract by DIXICOM has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of DIXICOM, any provision of any indenture, agreement or other instrument to which DIXICOM is a party, or by which DIXICOM's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

32. INSURANCE REQUIREMENTS *NOTE: FOR UNDER \$1,000,000.00 CONTRACTS-
CHECK INSURANCE MANUEL OR WITH INSURANCE SPECIALIST.

- a. DIXICOM shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from DIXICOM's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts DIXICOM or subcontractor may be liable.
- b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. Shelby County Government, its elected officials, appointees and employees will be named as additional insured. All policies will provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided. DIXICOM will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements:
- i) Professional Liability Insurance - \$1,000,000.00 per claim/\$3,000,000.00 annual aggregate, indicating if coverage is on occurrence basis or claims-made.
- ii) Commercial General Liability Insurance - \$1,000,000.00 limit per occurrence bodily injury and property damage/\$1,000,000.00 personal and advertising injury/\$2,000,000.00 General Aggregate/\$2,000,000.00 Products-completed Operations Aggregate, indicating the coverage is provided on a claims-made or on an occurrence basis. The insurance shall include coverage for the following:

- a. Premises/Operation;
- b. X,C, & U;
- c. Products/Completed Operations;
- d. Contractual;
- e. Independent Contractors;
- f. Broad Form Property Coverage;
- g. Personal Injury.

iii) Workers Compensation and Employers' Liability Insurance - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$1,000,000.00 per accident.

iv) Business Automobile Liability Insurance - \$1,000,000.00 each accident for property damage and personal injury. Coverage is to be provided on all owned/leased autos, non-owned autos and hired autos.

c. DIXICOM shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

Shelby County Government
Purchasing Department
160 N. Main, Suite 550
Memphis, TN 38103

d. Upon termination or cancellation of insurance currently in effect under this Contract, DIXICOM shall purchase an extended reporting endorsement and furnish evidence of same to the County.

33. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Division of Corrections
Director of Corrections
1045 Mullins Station Rd
Memphis, Tennessee 38134

and

Shelby County Government
Contract Administration
160 N. Main St., Suite 550
Memphis, Tennessee 38103

VENDOR: Doxicom LLC
65 Murray Guard Drive
Jackson, TN 38305

34. HIPAA

DIXICOM warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. DIXICOM warrants that it will cooperate with the COUNTY and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPAA and its regulations. DIXICOM will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA, including, but not limited to, business associate agreements.